

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



December 20, 2005

**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING *CORRECTIONS* TO THE DIRECTOR'S
GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

CRAFT/CLASSIFICATION: Field Surveyor: Chief of Party (018.167-010), Instrumentman (018.167-034), and Chainman/Rodman (869.567-010)

DETERMINATION: IMP-2005-1, IMP-2005-2, INY-2005-1, INY-2005-2, KER-2005-1, KER-2005-2, KIN-2005-1, KIN-2005-2, LOS-2005-1, LOS-2005-2, MON-2005-1, MON-2005-2, ORA-2005-1, ORA-2005-2, RIV-2005-1, RIV-2005-2, SBR-2005-1, SBR-2005-2, SDI-2005-1, SDI-2005-2, SLO-2005-1, SLO-2005-2, STB-2005-1, STB-2005-2, VEN-2005-1, and VEN-2005-2.

LOCALITIES: All localities within Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

The prevailing wage rate(s) for the craft(s)/classification(s) of Field Surveyor: Chief of Party (018.167-010), Instrumentman (018.167-034), and Chainman/Rodman (869.567-010) in the localities referenced above are based on a collective bargaining agreement. As a supplement to each determination, the Department provides the travel and subsistence provisions which are taken from the collective bargaining agreement that serves as the basis for the determination. Several pages were inadvertently omitted from the travel and subsistence provisions posted on the Division of Labor Statistic and Research's website for the 2005-1 and 2005-2 prevailing wage determinations referenced above. The following ten (10) pages are the complete travel and subsistence provisions as taken from the collective bargaining agreement for these craft(s)/classification(s).

With the exception of the above corrections, all of the wage rates, overtime rates, and other conditions found in Determinations IMP-2005-1, IMP-2005-2, INY-2005-1, INY-2005-2, KER-2005-1, KER-2005-2, KIN-2005-1, KIN-2005-2, LOS-2005-1, LOS-2005-2, MON-2005-1, MON-2005-2, ORA-2005-1, ORA-2005-2, RIV-2005-1, RIV-2005-2, SBR-2005-1, SBR-2005-2, SDI-2005-1, SDI-2005-2, SLO-2005-1, SLO-2005-2, STB-2005-1, STB-2005-2, VEN-2005-1, and VEN-2005-2, remain in effect.

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TRAVEL & SUBSISTENCE PROVISIONS

FOR

FIELD SURVEYOR:
CHIEF OF PARTY (018.167-010)
INSTRUMENTMAN (018.167-034)
CHAINMAN/RODMAN (869.567-010)

IN

IMPERIAL, INYO, KERN, KINGS, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

03-12-3

MASTER LABOR AGREEMENT

between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and the

SOUTHERN CALIFORNIA ASSOCIATION OF CIVIL ENGINEERS
AND LAND SURVEYORS

October 1, 2004 until October 1, 2007

R E C E I V E D

Department of Industrial Relations

DEC 24 2004

Div. of Labor Statistics & Research
Chief's Office

arising from this Wage Order shall be processed under and in accordance with Article V, Grievance Procedure.

F. All wages must be paid at least semi-monthly on a designated payday, with a maximum hold back of seven (7) days. In the event the Employer elected to change the designated pay-day, the Employer will give thirty (30) days notice to his employees prior to such change. When men are laid off or discharged they must be paid wages due them at the time of layoff or discharge, in accordance with the provisions of the California State Labor Code. At such time as an employee is paid he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight-time rate of eight (8) hours per workday, seven (7) days per week until the time such payment has been made, for a maximum of thirty (30) days.

G. Whenever the Employer authorizes an employee to use his personal automobile to haul material, equipment, and/or men, the employee shall be reimbursed as follows; Thirty-Seven and one-half cents (37½¢) per mile with a minimum of Thirty-Eight Dollars (\$38.00), plus fuel, said mileage to be computed to and from the office of the Employer on a daily basis. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men. It shall be completely voluntary on the part of the employee. Any employee who is now furnishing his automobile under this clause and desires to discontinue the practice shall give the Employer reasonable advance notice of his desire, but not less than one (1) week. When an employee uses his personal vehicle in accordance with this paragraph, the Employer shall provide adequate liability insurance and shall show proof to the employees affected, upon demand.

H. Employers shall furnish all equipment used by the employees in their normal duties, except pouch and belt, hand level and scabbard, plumb bob, gammon reel and scabbard, engineering hand tape and refills, and pocket scales. The Apprentice Trust Fund has agreed to loan the first set of hand tools to new apprentices. Employees shall be responsible for the loss of or damage to equipment furnished by the Employer while in the employee's possession and which loss or damage is due to the employee's carelessness or negligence. Carelessness or negligence shall be determined in accordance with Article V. Wages earned by an

employee shall not be withheld during adjudication of a claim arising under this Section.

I. Each survey party shall have a Chief of Party at the rate of pay stipulated under this Agreement.

J. On remote jobs where employees are required to remain away from their permanent place of residence overnight, they shall be provided either:

1. Suitable room and board without cost on a seven (7) day per week basis, or

2. Ninety Dollars (\$90.00) per day for each night actually spent away from home. If this alternative is adopted, the Employer shall have the option of paying on a seven (7) day per week basis or providing free transportation and travel time to and from remote job area on non-working days.

3. In addition, employees shall be provided free transportation or common carrier fare, or Thirty-Seven and one-half cents (37½¢) per mile, plus fuel, if their own car is used, plus travel time at the regular hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period. Transportation and travel time to be paid at the beginning and end of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job, provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

4. Where it is mutually agreed between the Employer and the employee involved to work more than eleven (11) hours per day, or to work on Saturdays, the overtime rate shall be one and one-half (1½) times. On Sundays and holidays, the overtime rate shall be two (2) times the basic rate. If no agreement is reached, Article IX, Section A, shall apply.

K. No employee shall suffer a reduction in hourly wages or rate per mile for the use of his automobile by virtue of the execution of this Agreement.

L. 1. Where employees are required to report to the Employer's office before going to work and after work, their time will start and end at the Employer's office.

2. The Employer will notify the employees of their reporting place for the next day at the end of their shift.

3. When employees report to the Employer's office for free transportation to the jobsite, they shall receive compensation for all travel time in excess of one-half ($\frac{1}{2}$) hour to the jobsite and in excess of one-half ($\frac{1}{2}$) hour return.

4. Where employees are required to report to the jobsite, their time will start and end at that jobsite, in addition the employee shall receive travel time from the Employer's office to the jobsite in excess of one-half ($\frac{1}{2}$) hour and return travel time in excess of one-half ($\frac{1}{2}$) hour per day. The parties agree that where the employees are required to report to the jobsite, travel from the Employer's office to the jobsite is solely for the convenience of the employee and is not work time, although the Employer shall compensate the employee for such time as set forth herein. The parties agree that this type of travel will not be required by the Employer and during this travel time the employees are not required or expected to perform any work.

5. The Employer's office as used herein, shall mean either the Employer's principal office or a bona fide field office. A bona fide field office is defined as:

A permanent non-portable structure located outside the limits of the job or project, having reasonable sanitary facilities, lights, ventilation and telephone.

In addition:

a. Have an employee of the firm present in the office during working hours.

b. Union to be notified seven (7) days prior to the establishment of said office, and the Union to be provided with the permanent street address of said office.

c. Employees shall be paid at the office of the Employer they were dispatched from on payday.

d. The office the employee will report to for job assignments will be the office that is indicated on the Introduction Slip issued by the Union, under Article III, Section B, Paragraph 4.

6. Travel time required to be paid herein may be included in the regular day's pay, but shall be designated as such on the paycheck stub, provided total time, including travel time, shall exceed eight (8) hours in any one (1) day for an eight (8) hour shift, or ten (10) hours in any one (1) day for a ten (10) hour shift. Contributions required by Articles XIII, XV and XVI of this Agreement are required on travel time within the normal eight (8) hour shift workday, and/or within the special ten (10) hour shift workday. Travel time prior to or after the normal eight (8) hour shift workday or the special ten (10) hour shift workday will not require these contributions. Irrespective of any other provision in said Agreement, all travel time shall be paid at two-thirds (2/3) of the wage scale set forth in Article XIV. All travel time shall be paid at time and one-half (1½) the travel time rate. Travel time shall be computed from the Employer's office to the jobsite, unless;

a. the jobsite is in a different county than the Employer's main office or bona fide field office, and

b. local men from that county are employed; in which event said local men shall receive travel time computed from either the Employer's office or the nearest branch office of the Union, whichever is closer to the jobsite.

M. If safety dictates, there shall be a minimum of two (2) covered workmen on each crew.

ARTICLE X Disability Pay

An employee who becomes afflicted with a job-connected disability, shall receive from the Employer, the daily rate as established by the State of California Disability Insurance for each day he is so disabled, as verified by a doctor's certificate. This shall be limited to a maximum of five (5) working days.

ARTICLE XI Holidays

A. The following days are recognized as holidays:

New Year's Day
Memorial Day
Independence Day

of service from the last anniversary date of hire to date of termination, four percent (4%) of their gross straight-time earnings.

2. Any employee whose employment is terminated after employment of ten (10) years, shall receive at time of separation, pro rata vacation pay for the period of service from the last anniversary date of hire to date of termination, six percent (6%) of their gross straight-time earnings.

C. Gross straight-time earnings is defined as all hours paid to an employee, including the straight-time portion of all overtime.

D. The following will not constitute an interruption in continuous service for the purpose of determining eligibility for vacation pay:

1. An employee that leaves employment and then subsequently returns to employment for the same Employer will maintain the vacation eligibility that he had previously accrued for that Employer.

2. Written leave of absence from the Employer for illness or other approved reasons.

E. Vacations shall be taken at a time mutually agreed to by the Employer and the employee.

F. Contributions required under Article XVI (Pension Fund), of this Agreement shall apply to all hours in accordance with Section A, Paragraphs 1, 2 and 3 of this Article. Contributions required under Articles XIII (Apprenticeship Program), XV (Health and Welfare Fund), XVII (Supplemental Dues), XVIII (Engineers Contract Compliance Committee - ECCC) and XIX (Contract Administration Fund) of this Agreement shall not apply to all hours paid in accordance with Section A, Paragraphs 1, 2 and 3 of this Article.

ARTICLE XIII Apprenticeship Program

A. Effective, October 1, 2004, each Employer covered by this Agreement shall make contributions in the amount of Seventy-Five Cents (75¢) per hour for each hour worked or paid, excluding travel

time, Vacation and Holiday Pay in accordance with Articles XI and XII on each employee covered hereby. This contribution shall be paid into the Southern California Surveyors Joint Apprenticeship Trust under the terms of the Trust Agreement, executed January 21, 1963, as subsequently amended. Each of the parties agree to appoint six (6) representatives on the Southern California Surveyors Joint Apprenticeship Committee and six (6) representatives on the Southern California Surveyors Joint Apprenticeship Trust. Said Fund is to be used solely and exclusively for the cost of operation of the Apprenticeship and Journeyman Training Program and activities incidental to the qualifications of field personnel. Said Fund shall be operated in accordance with all applicable laws.

B. At such time the Joint Board of Trustees notify the parties to this Agreement, that an increase or decrease in contributions is needed for the cost of operation of this Program, the parties agree to meet within thirty (30) days and renegotiate the contribution required.

C. Any Employer found delinquent in the payments required by the foregoing parts of this Article shall not be entitled to the benefits of Article IV, and of Article V, for and during the period of such delinquency.

D. The parties hereto declare it to be their purpose and policy to maintain an organized planned system of apprenticeship, conducted as a joint labor and management industry undertaking. The Apprenticeship Standards of the Southern California Surveyors Joint Apprenticeship Committee for Chief of Party as approved January 21, 1960, and for the Chainman as approved January 3, 1984, or as subsequently amended by the State of California Department of Industrial Relations, Division of Apprenticeship Standards, hereinafter referred to as the Standards, have therefore, been adopted and agreed upon under the Shelley-Maloney Act of 1939, to govern the employment and training of apprentices in the occupation defined therein. The Joint Apprenticeship Committee shall have full authority to administer the Standards as adopted. The parties signatory hereto, shall control the employment of apprentices, as defined in the Standards, from this day forward.

E. 1. Each workman shall be evaluated and qualified by the Southern California Surveyors Joint Apprenticeship Committee, as a condition of continued employment. Advancement in qualifications shall be made only upon being indentured, and satisfactorily

C. A Certified Chief of Party is one who has been certified by either the Joint Committee on Certification or the Joint Apprenticeship Committee and shall be entitled to the rate of pay for this classification only when he is working on the type of work for which he has been certified.

D. A Senior Chainman is defined as a workman who has completed the prescribed related instruction for Chief of Party as required by the Surveyors Joint Apprenticeship Committee, and who has worked within the multiple Employer group for a period of six (6) years or for a period of two (2) years after completing this program, and workmen meeting these requirements shall be entitled to this rate of pay.

E. Employees required to suit up and work in a hazardous material environment shall receive Two Dollars and twenty-five cents (\$2.25) per hour in addition to their regular rate of pay and that rate shall become the basic hourly rate of pay. Employees performing this work shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

F. A Chief of Party in charge of other parties in addition to his own crew, shall receive One Dollar and Fifty Cents (\$1.50) per hour above his regular rate of pay.

ARTICLE XV Health and Welfare Fund

A. A health and welfare fund, known as the Operating Engineers Health and Welfare Fund, has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated November 23, 1954. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund of Seven Dollars and Forty Cents (\$7.40) per straight-time or overtime hours worked by (or paid) each employee under this Agreement, excluding travel time, Vacation and Holiday Pay in accordance with Articles XI and XII, subject to possible increases as provided by Article XIV, Section B.

B. The participation of the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

C. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

D. Any increase in the cost of providing Health and Welfare benefits as mandated pursuant to Article XV of this Agreement, beyond the contribution levels set forth therein and in excess of the negotiated wage increases set forth in Article XIV for all Apprentice classifications, shall be borne entirely by the Employer. The express purpose of this Section is to ensure that no Apprentice employee shall receive a reduction in their hourly wage rate as a result of increases in the cost of providing Health and Welfare benefits mandated by this Agreement.

ARTICLE XVI Pension Fund

A. A pension fund known as the Operating Engineers Pension Trust has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated December 13, 1960. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund of Three Dollars and Seventy-Five Cents (\$3.75) per hour for each hour worked by (or paid) each employee under this Agreement, excluding travel time, subject to possible increases as provided by Article XIV, Section B. Participation of the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

C. Any Employer found delinquent in the payments required by the foregoing parts of this Article shall not be entitled to the benefits of Article IV and of Article V, for and during the period of such delinquency.

D. Hours worked (or paid) employees in the Apprentice A or Apprentice B classifications are excluded from this payment.